

AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/13/2010
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 10 - A
SUBJECT: Request for Approval for Renewal of Facility Use Agreement for 2010-2011
with the Taino Boxing Academy.

LOCATION:

Campbell Park facility, 1315 Briarwood Avenue, Deltona, Florida

BACKGROUND:

Taino Boxing Academy, Inc. is a Florida non-profit corporation who has maintained a Long Term Facility Use Agreement with the City of Deltona since 2009. The Academy provides a recreational boxing program to Deltona youths.

Taino Boxing Academy is affiliated with USA Boxing, which is the national governing body of amateur, Olympic-style boxing, and is the United States member organization of the International Amateur Boxing Association (AIBA). As a national governing body recognized by the United States Olympic Committee, USA Boxing is responsible for the administration, development and promotion of Olympic-style boxing in the United States. USA Boxing is a non-profit organization and is managed by a Chief Executive Officer who reports to a Board of Directors.

Taino Boxing Academy utilizes the building located at the Campbell Park facility on Monday through Friday, from 4:00 p.m. to 8:00 p.m., with extended hours on school release days, and 11:00 a.m. to 8:00 p.m. during non-school sessions.

The standard fee for the use of this facility is \$35.00 per hour, less a 20% discount for entering into a facility use agreement. The City Commission waived fees for this facility use in 2009. The Academy is asking that the standard facility use fee be waived for the 2010-2011 period.

Taino Boxing Academy has met the criteria requirements for a Long Term Facility Use Agreement with the City. Staff

recommends a one (1) year Long Term Facility Use Agreement with an option to renew for three (3) additional one-year terms, subject to the receipt and acceptance of a timely Facility Use Renewal Form.

Based upon the background checks which have been required by the Commission, it was determined that one of the principals in this organization has a history of arrests for violence, including at least one arrest for violence against a minor. As the City is not a sponsor of the activity, but is solely a landlord, the staff was unsure if this information would impact the request to rent the facility. On the other hand, the staff believed the Commission should be aware of the result of the background check.

**ORIGINATING
DEPARTMENT:**

Parks and Recreation

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, Deputy City Manager, Parks and Recreation Director

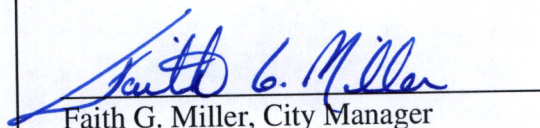
**STAFF
RECOMMENDATION
PRESENTED BY:**

Steve Moore, Parks & Recreation Director - To approve the facility use agreement with Taino Boxing Academy for a period of one year, effective December 13, 2010, with the option for a total of three (3) one-year renewals upon written agreement of both parties, and to waive the standard fee for the facility use.

**POTENTIAL
MOTION:**

"I move to approve the Long Term Facility Use Agreement with Taino Boxing Academy for use of the Campbell Park facility for a period of one year, effective December 13, 2010, with the option for a total of three (3) one-year renewals upon written agreement of both parties, and to waive the standard fee for the facility use."

**AGENDA ITEM
APPROVED BY:**


Faith G. Miller, City Manager

ATTACHMENTS:

- 2010-2011 Facility Use Agreement
- Supporting Documents

TAINO BOXING ACADEMY, INC.
FACILITY USE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the CITY OF DELTONA, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida, hereinafter referred to as "City", and TAINO BOXING ACADEMY, INC., a Florida non-profit organization, with its principal place of business located at 1968 Eden Drive, Deltona, Florida hereinafter referred to as "User".

WHEREAS, User desires the non-exclusive use of the City-owned Campbell Park facility located at 1315 Briarwood Avenue, Deltona, Florida, (hereinafter referred to as the "Facility") for conducting youth recreational activities (boxing programs); and

WHEREAS, the City is desirous of increasing the opportunities for recreational programs and activities for the community; and

WHEREAS, the City finds and determines that the programs, activities, and services rendered to the community by User and the land dedicated and provided by the City does serve a public purpose by providing a location for User to conduct youth recreational programs; and

WHEREAS, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement for facility use.

NOW, THEREFORE, the parties in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Use of Facilities

2.1 The City does hereby agree to allow User the non-exclusive use of Campbell Park facility provided that the use of said facility conforms to the covenants and conditions herein contained. Said usage shall be Mondays through Fridays, from 4:00 p.m. to 8:00 p.m., with extended hours on school release days, and 11:00 a.m. to 8:00 p.m. during non-school sessions.

2.2 Use of the facilities during any other time by User shall require the written approval of the Director. User shall submit a typed list of dates and activities to be conducted at the facilities fifteen (15) days prior to commencing the activities which shall be subject to approval or denial by the

Director. City shall have the right to use the facilities anytime the facilities are not in actual use by User.

Article 3. Term

3.1 This Facility Use Agreement (hereinafter referred to as the "Agreement") shall remain in effect for a period of one (1) year from the date made and entered by the parties.

3.2 Written notice must be provided to the City by User of its intent to renew this Agreement on the City-approved Facility Use Renewal Form a minimum of sixty (60) days prior to the expiration of the term of this Agreement.

3.3 Upon receipt of a timely Facility Use Renewal Form, this Agreement may be renewed for one additional year, and may be renewed yearly up to a total of three additional years, upon written acceptance by the City prior to each successive renewal.

Article 4. Payment

The City Commission of the City of Deltona waived fees for this facility use on December 13, 2010.

Article 5. Obligations of City

The City shall be responsible for:

- A. Payment of all utilities at the facilities, subject to the City's right to issue guidelines concerning the usage of all lighted areas; and
- B. Providing adequate trash receptacles at the facilities; and
- C. Coordinating sanctioned activities in an effort to minimize conflict with User's use of the facilities; and
- D. Providing on-going facility preventive maintenance; and
- E. Ensuring buildings, fencing, and restrooms are monitored for cleanliness and safety.

Article 6. Obligations of User

User shall be responsible for:

- A. Coordinating User's activities and providing a representative to act as a liaison to the City for the term of the Agreement; and

- B. Providing adequate personnel, staffing, or volunteers to insure the proper use of the facilities and to provide for the adequate security, safety, and emergency medical needs of all its members, guests, visitors, and participants; and
- C. Maintaining the facilities in a clean and sanitary condition, free of paper and debris, during and after each use including the emptying of all trash containers into dumpsters provided by the City; and
- D. Submitting a typed list of names, addresses, phone numbers, qualifications, and certifications of all board members, coaches, and assistants and providing monthly updates of any changes to the list; and
- E. Providing the City with a written statement indicating that every staff member, employee, volunteer or contracted personnel has passed a Level II background check and submitting a copy of the results of each screening; and
- F. Providing any and all necessary equipment required for use of the facilities; and
- G. Repairing any damage to the facility resulting from User's use, even if the City determines that the facility is useable, without regard to the extent of damage, as solely determined by the Director; and
- H. Reporting any known or discovered damage or vandalism to the Director immediately by submitting a written description of the damage or vandalism and a brief statement of the incident, discovery, or cause within 24 hours, to the Director, using the City incident/accident report form; and
- I. Reporting all accidents or injuries occurring at the facilities to any staff, visitor, participant, or other person, to the City immediately by telephone and by submitting a written report of the accident or injury using the City incident/accident report form within 24 hours; and
- J. Refraining from any alteration, advertising, or signs on any fence, building, right-of-way, road, or facilities without the Director's prior written approval, including the distribution or placement of any advertisement related to the use of a City facilities; and
- K. Taking any and all reasonable and prudent steps necessary to be informed of and abide by all ordinances, rules, policies, laws and regulations of the City, State, and Federal government at all times; and
- L. Agreeing to always be in full compliance of all laws, rules, policies, and regulations affecting or applicable to User and its activities and programs; and

- M. Obtaining written permission from the Director prior to the purchase or lease of any equipment to be installed for use at the facilities; and
- N. Obtaining written permission prior to conducting any business, activity or program not approved by the Director in writing; and
- O. Refraining any other person or entity from conducting any type of business or enterprise at the facilities without prior written approval from the Director; and
- P. Allowing the City access to inspect the facilities at any time; and
- Q. Being solely responsible for all losses or damages suffered by User to its operation, equipment and property at the facilities.

Article 7. Insurance

7.1 User, at its own cost and expense, shall have in force, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. User shall not occupy the facility until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

7.2 **Commercial General Liability Insurance** insuring User against liability arising from its occupancy, use, or operation of the City's facilities necessary or incidental thereto. **User shall name the City as an additional insured under the general liability policy.** Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured-Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be:

- \$1,000,000 General Aggregate
- \$1,000,000 Products Liability/Completed Operation Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

7.3 **Worker's Compensation Insurance**, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount provided by an umbrella or excess policy shall be:

- Part One-"Statutory" requirements
- Part Two-\$500,000 Each Accident

\$500,000 Disease-Policy Limit
\$500,000 Disease Each Employee

7.4 Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the use of the facility. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per each Occurrence-Bodily Injury and Property Damage Combined.

7.5 Property Insurance. User and the City shall each be responsible for maintaining their own property and casualty insurance, regardless of whether User purchases property insurance, and whether the City is wholly, partially or otherwise at fault, or the City is in any way responsible or liable for causation of accidents, injuries or death, in whole or in part, and User hereby expressly waives, releases, and holds the City harmless relative to any cause of action or right of recovery which User may have hereafter against the City for any loss arising out of damage to User's property, whether covered by insurance or not.

7.6 Evidence of Insurance. The required insurance shall be evidenced by a certificate of insurance which must be submitted to the City prior to the effective date of this Agreement. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the use of the facilities in this Agreement, must be provided to the City within five (5) days of receipt. All insurance companies shall be instructed to provide thirty (30) day notice of any cancellation to the City. Failure to comply with this section shall render this Agreement null and void. User shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.

Article 8. Special Terms and Conditions

8.1 Termination. The parties may rescind this Facility Use Agreement at any time, for any reason, upon thirty (30) days written notice. Cancellation of this Agreement by User is subject to a reasonable fee for administrative costs by the City.

8.2 Default. Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

8.3 Dispute Resolution. This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

8.4 Attorneys Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the City shall be entitled to recover all reasonable attorney's fees and costs from User.

8.5 Indemnification. User agrees to, and will at all times, indemnify, save and hold harmless the City, its officers, agents, and employees, from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of the use by User and/or its members, guests, visitors, spectators, players, programs and activities.

8.6 Non-Exclusive Agreement. Notwithstanding anything herein that may appear to the contrary, it is expressly understood and agreed upon by the parties that all rights granted under this Agreement are non-exclusive and the City reserves the right to grant similar privileges herein to others at any time. The City shall at all times be allowed to gain access to or use of all facilities. User agrees to provide a copy of keys to all locks used by User to restrict access to any part of a facility.

8.7 Sale of Prohibited Items. User is prohibited from the sale of alcoholic beverages, sexual content materials, and any tobacco related items. No type of advertisement, merchandise or signage related to alcoholic beverages, sexual content materials, or tobacco will be permitted.

8.8 Advertising. All on-site signs, informational kiosks, brochures, promotions or advertisements related to User shall be approved by the Director. User agrees to refrain from any commercial advertising without the Director's written approval.

Article 9. General Conditions

9.1 This Agreement shall be governed by the laws of the State of Florida, as well as applicable County of Volusia and City of Deltona Code of Ordinances and it shall become effective immediately upon execution by both parties hereto.

9.2 Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. In addition to the terms of this Agreement, both parties agree to be bound by the policies and procedures regarding facility use, as adopted or amended by the City Commission.

9.3 This Agreement may not be assigned or transferred in any manner by User and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

9.4 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

9.6 Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements, activities, or services associated with User or its activities and programs.

9.7 In the event that the performance of this Agreement by the parties is prevented or interrupted as a consequence of any cause beyond the control of the City or User, including but not limited to acts of God or of a public enemy, national or local State of Emergency, allocation of or other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty, disaster, or catastrophe, any governmental rules, acts, laws, ordinances, resolutions, restrictions, regulations, requirements, or orders, acts or actions of any government or public or governmental authority or commission, board, agency, agent, official or officer, the enactment of any statute, law, ordinance, resolution, regulation, rule, ruling, order, decree, judgment, restraining order or injunction of any court, said parties shall not be liable for such nonperformance.

9.8 The headings used throughout this Agreement are for convenience of reference only and have no significance in the interpretation of the body of this Agreement.

Article 10. Severability and Notice

10.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States mail or sent by facsimile, addressed as follows:

If to User:
Edwin Alvarado
President
Taino Boxing Academy, Inc.
1968 Eden Drive
Deltona, Florida 32725

If to City:
Steve Moore
Parks & Recreation Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery or United States mail, notice of election to change such address.

Article 11. Scope of Agreement

11.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

11.2 This Agreement consists of the following:

This Agreement
Authorization to Occupy
Facility Use Application
Addendum, if any

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2010.

Signed, sealed and delivered in the
presence of Witnesses:

By: _____

By: _____

USER:

By: _____

Its: _____

CITY OF DELTONA:

By: _____
FAITH G. MILLER, City Manager

ATTEST:

Date: _____

JOYCE KENT, City Clerk

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

Approved as to form and legality:

GARY J COONEY, City Attorney

DATE: 10/20/2010

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: 20101020035014

AGENCY:

Entertainment & Sports Insurance eXperts (ESIX)
5660 New Northside Drive, Suite 640
Atlanta, Georgia 30328
Phone: 678-324-3300 Fax: 678-324-3303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Boxing
One Olympic Plaza
Colorado Springs, Colorado 80909

Taino Boxing Academy
1315 Briarwood Ave
Deltona, Florida 32725

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Insurance Company

ENROLLMENT DATE:

Training Certificate - 10/01/2010-10/01/2011 (-)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A GENERAL LIABILITY				
X Occurrence	PHPK630702	10/1/2010 12:01 AM	10/1/2011 12:01 AM	GENERAL AGGREGATE \$5,000,000
X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
				DAMAGE TO RENTED PREMISES (Each Occ.) \$300,000
				MED EXP (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured, but only where required by written contract and as per the following endorsement - Additional Insured - Designated Person or Organization (Form CG 20 26).

Coverage is excluded for ANY martial arts or kick-boxing activities, regardless of whether they are part of the USA Boxing sanctioned activity or club activity.

CERTIFICATE HOLDER:

CITY OF DELTONA
2345 PROVIDENCE BLVD
DELTONA, Florida 32725

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PI-AM-002 (08/06) ADDITIONAL INSURED - CERTIFICATE HOLDERS

ADDITIONAL INSURED - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PART

SECTION II - WHO IS AN INSURED is amended to include any Certificate Holder, identified as an additional insured, on a Certificate of Insurance issued ESIX 3 LLC dba Entertainment & Sports Insurance Experts (ESIX) or Philadelphia Indemnity Insurance Company, but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.

All other terms and conditions of this Policy remain unchanged.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Previous on List](#)[Next on List](#)[Return To List](#)[Entity Name Search](#)[Events](#)[No Name History](#)**Detail by Entity Name****Florida Non Profit Corporation**

TAINO BOXING ACADEMY, INC.

Filing Information

Document Number N07000005925
FEI/EIN Number 753242993
Date Filed 06/13/2007
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/27/2010
Event Effective Date NONE

Principal Address1968 EDEN DRIVE
DELTONA FL 32725

Changed 10/27/2010

Mailing Address1968 EDEN DRIVE
DELTONA FL 32725

Changed 10/27/2010

Registered Agent Name & AddressALVARADO, EDWIN D
1968 EDEN DRIVE
DELTONA FL 32725

Name Changed: 10/27/2010

Address Changed: 10/27/2010

Officer/Director Detail**Name & Address**

Title PRES

ALVARADO, EDWIN D
1968 EDEN DRIVE
DELTONA FL 32725

Title VP

JIMENEZ, ORESTE
2578 ENTERPRISE ROAD
ORANGE CITY FL 32763

Title SEC

TERCERO, FRANCISCO
2981 N. COVINGTON DRIVE
DELTONA FL 32738**Annual Reports****Report Year Filed Date**

2008	04/05/2009
2009	04/05/2009
2010	10/27/2010

Document Images[10/27/2010 -- REINSTATEMENT](#)[View image in PDF format](#)[04/05/2009 -- REINSTATEMENT](#)[View image in PDF format](#)[06/13/2007 -- Domestic Non-Profit](#)[View image in PDF format](#)**Note:** This is not official record. See documents if question or conflict.[Previous on List](#)[Next on List](#)[Return To List](#)

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State of Florida, Department of State

2010 NOT-FOR-PROFIT CORPORATION REINSTATEMENT

DOCUMENT# N07000005925

Entity Name: TAINO BOXING ACADEMY, INC.

FILED
Oct 27, 2010
Secretary of State

Attachment number 2
Page 5 of 7

Current Principal Place of Business:

1008 AARON DR.
DELTONA, FL 32725

New Principal Place of Business:

1968 EDEN DRIVE
DELTONA, FL 32725

Current Mailing Address:

1008 AARON DR.
DELTONA, FL 32725

New Mailing Address:

1968 EDEN DRIVE
DELTONA, FL 32725

FEI Number: 75-3242993

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

RAMOS, JUAN R.
1008 AARON DR.
DELTONA, FL 32725 US

Name and Address of New Registered Agent:

ALVARADO, EDWIN D
1968 EDEN DRIVE
DELTONA, FL 32725 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: EDWIN D. ALVARADO

10/27/2010

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PRES
Name: ALVARADO, EDWIN D
Address: 1968 EDEN DRIVE
City-St-Zip: DELTONA, FL 32725

Title: VP
Name: JIMENEZ, ORESTE
Address: 2578 ENTERPRISE ROAD
City-St-Zip: ORANGE CITY, FL 32763

Title: SEC
Name: TERCERO, FRANCISCO
Address: 2981 N. COVINGTON DRIVE
City-St-Zip: DELTONA, FL 32738

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: EDWIN D. ALVARADO

PRES

10/27/2010

Electronic Signature of Signing Officer or Director

Date

ARTICLES OF INCORPORATION
In Compliance with Chapter 617, F.S., (Not for Profit)

FILED
2007 JUN 13 PM 2:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I NAME

The name of the corporation shall be:

Taino Boxing Academy, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

1008 Aaron Drive, Deltona, Florida 32725

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

Boxing Academy

ARTICLE IV MANNER OF ELECTION

The manner in which the directors are elected or appointed:

appointed

ARTICLE V INITIAL DIRECTORS AND/OR OFFICERS

List name(s), address(es) and specific title(s):

Juan R. Ramos 1008 Aaron Drive, Deltona, Florida 32725 President/Treasurer
Edwin Alvarado 1968 Eden Drive, Deltona, Florida 32725 Vice-President
Nicholas Hardy 510 Victoria Hills drive deland, Florida 32724 Secretary

ARTICLE VI INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Juan R. Ramos 1008 Aaron Drive, Deltona, Florida 32725

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Juan R. Ramos 1008 Aaron Drive, Deltona, Florida 32725

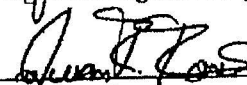
Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Signature/Registered Agent

6-6-07

Date



Signature/Incorporator

6-6-07

Date

PAES. ① Ed ALVARADO 1908 EBENSA. DECTONA PL. 32725
321 689-4453

VP ② ORESTE JIMENEZ 2578 ENTERPRISE RD 32763
407-443-9268

TOE. ③ EDWIN ENCARNACION
386-215-0063

SEC ④ FRANCISCO TERCERO 29814 COWINGTON DR. DECTONA
386-215-2055

LISA BOXING

Gym CERTIFICAT	\$200.00	} YEARLY
COACHES	85.00	
EQUIPMENT	500.00	
FIGHTERS	65.00	